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OD'S ON FINANCE, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT CALIFORNIA

OD'S ON FINANCE, LLC, a California  
limited liability company,

Plaintiffs,

v.

VITTORIO MENA, JR., and individual,  
and DOES 1 through 25, inclusive,

Defendants.

Case No. 3:25-cv-03027

**FIRST AMENDED COMPLAINT FOR:**

- (1) FALSE ADVERTISING  
(LANHAM ACT § 43(A)(1)(B));
- (2) FALSE ASSOCIATION  
(LANHAM ACT § 43 A(1)(A));
- (3) TRADEMARK INFRINGEMENT;
- (4) DEFAMATION;
- (5) TRADE LIBEL;
- (6) UNFAIR COMPETITION AND  
TRADE NAME INFRINGEMENT
- (7) TORTIOUS INTERFERENCE WITH  
PROSPECTIVE BUSINESS  
ADVANTAGE

**DEMAND FOR JURY TRIAL**

Plaintiff OD'S ON FINANCE, LLC complains and alleges against VITTORIO MENA, JR., an individual, and DOES 1 through 25, inclusive, as follows:

**PARTIES**

1           1.       Plaintiff OD’S ON FINANCE, LLC (“Plaintiff” or “ODOF”) is a California  
2 limited liability company organized under the laws of the state of California with its principal  
3 place of business at 133 Second Street, Los Altos, CA 94022.

4  
5           2.       Defendant Vittorio Mena, Jr., (“Defendant” or “MENA”) is an individual and  
6 Plaintiff is informed and believes and thereon alleges that he is currently a resident of the state  
7 of New Jersey.

8           3.       The true names or capacities, whether individual, corporate, associate, or  
9 otherwise, of defendants DOES 1 through 25, inclusive, are unknown to Plaintiff who  
10 therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint  
11 to allege their true names and capacities when ascertained. Plaintiff is informed and believes  
12 and thereon alleges that each of the fictitiously named defendants is responsible in some  
13 manner for the occurrences herein alleged, and that Plaintiff’s loss, injury, harm, and damage  
14 as herein alleged were proximately caused by such defendants.  
15  
16

17           4.       Plaintiff is informed and believes and thereon alleges that at all times material  
18 to this complaint, defendants in addition to acting for himself, herself, or itself and on his,  
19 her, or its own behalf individually, is and was acting as the agent, servant, employee and  
20 representative of, and with the knowledge, consent and permission of, and in conspiracy  
21 with, each and all of the other defendants and within the course, scope and authority of that  
22 agency, service, employment, representation, and conspiracy. Plaintiff further alleges on  
23 information and belief that the acts of each of the defendants were fully ratified by each and  
24 all of the other defendants. Specifically, and without limitation, plaintiff alleges on  
25 information and belief that the actions, failures to act, breaches, conspiracy, and  
26 misrepresentations alleged herein and attributed to one or more of the specific defendants  
27  
28

1 were approved, ratified, and done with the cooperation and knowledge of each and all of the  
2 other defendants.

3  
4 **JURISDICTION**

5 5. This court has subject matter jurisdiction over the federal Lanham Act, Act of  
6 July 5, 1946, 60 Stat. 427, pursuant to 15 U.S.C. § 1051 – 1127, and 28 U.S.C. §§ 1331, and  
7 1338(a), the California Model State Trademark Law, and California Business & Professions  
8 Code, Sections 14200 – 14272 and 17200.

9 6. This Court has supplemental jurisdiction over Plaintiff's state law claims  
10 pursuant to 28 U.S.C. 1338(b) and 28 U.S.C. § 1367(a) as all claims arise out of a common  
11 nucleus of operative facts so as to form the same case or controversy.  
12

13 7. Defendants have purposely availed themselves of the privilege of conducting  
14 activities in this District and/or have committed and intentionally directed acts towards or  
15 with this District or residents thereof. Defendants knew that, inter alia, Plaintiff was  
16 headquartered and does business in California and in this District and that the effects of their  
17 intentional acts would occur or be felt in this District.  
18

19 8. The controversy in this action exceeds \$75,000.00.  
20

21 **DIVISIONAL ASSIGNMENT**

22 9. Defendants have purposely availed themselves of the privilege of conducting  
23 activities in this division, San Jose, and/or have committed and intentionally directed acts  
24 towards or with this division or residents thereof. Defendants knew that, inter alia, Plaintiff  
25 was headquartered and does business in California and in this division and that the effects of  
26 their intentional acts would occur or be felt in this division.  
27  
28

1           10. All claims in this complaint arise out of a common nucleus of operative facts  
2 so as to form the same case or controversy.  
3

4  
5                                   **GENERAL ALLEGATIONS**

6           11. ODOF is in the business of promoting financial competence and career  
7 success for optometrists and those in related fields, including through the provision of  
8 newsletters and other resources to its community members. As part of its commercial  
9 activities, ODOF operates a Facebook Group called “OD’s on Finance,” a website  
10 “ODSONFINANCE.COM,” and related social media pages, including on Instagram and  
11 LinkedIn.  
12

13           12. Since at least as early as on or around January 2018, ODOF has been  
14 continuously using the trademarks “OD’s on Finance” or “ODS ON FINANCE” to market  
15 and sell its products, services, and other commercial activities throughout the United States,  
16 including in this District.  
17

18           13. Plaintiff has devoted substantial, time, effort, and resources to the  
19 development and promotion of the trademarks “OD’s on Finance” and “ODS ON  
20 FINANCE” resulting in widespread association of these trademarks with the Plaintiff and  
21 substantial goodwill.  
22

23           14. On or around March 26, 2024, the United State Patent & Trademark Office  
24 (“PTO”) issued to ODOF, U.S. Trademark Registration No. 7341337 for the mark “ODS ON  
25 FINANCE.”  
26  
27  
28

1           15.     MENA is a licensed optometrist. MENA holds himself out as possessing a 2-  
2     14, Series 6, and Series 63 financial licenses. He also claims to be a regular monthly  
3     contributor to Review of Optometric business columns and a lecturer on finance topics.  
4

5           16.     MENA also operates the Facebook group “OD Finance Professionals,”  
6     referred to herein as “ODFP.” ODFP promotes and markets itself as the “second” largest  
7     financial community in the “Optometry space.” ODFP advertises itself as a resource for  
8     support and advice for Optometrists and Optometry students in various areas of finance,  
9     including, financial planning, generating and building wealth, retirement, and estate  
10    planning.  
11

12          17.     Plaintiff is informed and believes and thereon alleges that numerous members  
13    of the ODFP group reside in California and/or in this District.

14          18.     As of the filing of this complaint, Plaintiff is informed and believes and thereon  
15    alleges that ODFP has roughly 2,700 members.  
16

17          19.     Plaintiff is informed and believes and thereon alleges that MENA and his  
18    business partners or associates offer products and services through the ODFP Facebook  
19    group page, including to persons who reside in this District and/or in California.

20          20.     In or around March of 2019, MENA became a member of the ODOF  
21    Facebook group. After becoming a member, MENA attempted to sell cryptocurrency which  
22    constituted violations of the “‘No Self-Promotions/Spam or MLM’ guidelines of the group.”  
23    As a result of such violations, MENA was banned from the group.  
24

25          21.     After being banned, MENA pleaded with ODOF to be let back into the group.  
26    ODOF allowed him to rejoin as a result. However, shortly after rejoining, MENA attempted to  
27    sell life insurance to group members. As a result of such further violations of community  
28

1 guidelines, MENA was permanently banned from the group.

2 22. On or around July 24, 2023, MENA began to publicly attack and defame  
3 ODOF, including its members such as Dr. Dat Bui, O.D. (“BUI”) and Dr. Aaron Neufeld,  
4 O.D. (“NEUFELD”).  
5

6 23. MENA’s attacks were part of an overall campaign which involved his trading  
7 off the name and goodwill of ODOF, confusing consumers, and attempting to persuade them  
8 to utilize his products or services or that of his business partners over those offered by  
9 ODOF.  
10

11 24. Defendants, including MENA, knew that ODOF was headquartered in and did  
12 business in this District and knew that their actions would cause effects and harm to ODOF in  
13 this District.

14 25. As a result of MENA’s false, misleading, and malicious conduct, Plaintiff has  
15 suffered and continues to suffer loss, harm, and damage, including damages to reputation and  
16 goodwill.  
17

### 18 **FIRST CAUSE OF ACTION**

#### 19 **False Advertising**

20 **Lanham Act § 43(a)(1)(B), 15 U.S.C. 1125(a)(1)(B)**

21 **(By all Plaintiffs Against all Defendants)**

22 26. Plaintiff realleges and incorporates by reference all allegations contained in all  
23 paragraphs of this complaint as though fully set forth herein.

24 27. On or around January 02, 2024, MENA posted on the ODFP Facebook group  
25 page. A true and correct copy of portions of the subject post are attached hereto as Exhibit A.  
26 In the post, MENA copied a portion of the guidelines for the ODOF Facebook group. He  
27 then commented that ODOF had lost money for colleagues and that ODOF and its members  
28 were not “professionally licensed” but acted like they know the industry.

1           28.     These statements were, directly or impliedly, false or misleading.

2           29.     The statements falsely suggested that ODOF or its members were breaking the  
3 law by not “being professionally licensed.” The statements also falsely stated that ODOF was  
4 directly responsible for losing money for its members.  
5

6           30.     On or about February 04, 2024, MENA posted on the ODFP Facebook group  
7 page. A true and correct copy of pertinent parts of the subject post are attached hereto as  
8 Exhibit B. In the post, he displayed a cropped photo showing BUI and NEUFELD. Next to  
9 the photo, MENA stated that BUI and NEUFELD had flown down to tell the AOA that they  
10 realized that the finance team for the American Optometric Association (“AOA”) needed  
11 optometrists with actual financial licenses. Further, that, as a result, BUI and NEUFELD had  
12 recommended MENA’s group, ODFP, to the AOA.  
13

14           31.     MENA also promoted his services and/or ODFP by providing a link to the  
15 ODFP Facebook group page stating: “See the link below to join the party.”  
16

17           32.     The post and MENA’s comments were, directly or impliedly, false or  
18 misleading.

19           33.     The post falsely stated that ODOF members had recommended ODFP to the  
20 AOA and that, again, a financial license was required in order for ODOF to conduct its  
21 business.  
22

23           34.     On or about February 07, 2024, MENA posted on the ODFP Facebook group  
24 page. A true and correct copy of pertinent portions of the post are attached hereto as Exhibit  
25 C. In the post, he claimed that ODOF was imitating him by speaking at an optometry school.  
26 He also promoted himself by suggesting that he was qualified to speak on financial matters  
27  
28

1 because he was licensed but that ODOF was not because it or its members did not have a  
2 license.

3 35. These statements were, directly or impliedly, false or misleading.

4 36. The statements falsely stated that ODOF or its members needed a license to  
5 engage in its commercial activities and that ODOF was copying MENA in speaking at  
6 optometry schools.  
7

8 37. On or around June 23, 2024, MENA posted about ODOF on the ODFP  
9 Facebook group page. The post involved a series of posts related to a presentation made by  
10 NEUFELD on or around June 23, 2024.  
11

12 38. In the last post comprising the series, MENA posted a photo of himself  
13 holding a copy of a book authored by ODOF members entitled “The Optometry Student’s  
14 Guide to Financial Freedom.” Next to the photo, MENA commented: “In order to make it to  
15 the top you need experience. So please help me understand how these authors have no  
16 licenses with no training are writing a book and holding it out and also selling it online to  
17 people... See previous photo for reference.” A true and correct copy of this portion of the  
18 series of posts is attached hereto as Exhibit D.  
19

20 39. MENA’s statements were, directly or impliedly, false or misleading.

21 40. The statements falsely suggested that ODOF could not publish and sell the  
22 subject book unless it was written by a person with a financial license.  
23

24 41. On or around January 27, 2025, MENA posted on the ODFP Facebook group  
25 page. A true and correct copy of pertinent portions of the subject post are attached hereto as  
26 Exhibit E. In the post, he purportedly reproduced an email that he claimed was provided to  
27 him anonymously. MENA claimed in his post that the subject line of the email as “ODs on  
28



1 Finance: Experts or Opportunists?” The email was purportedly written by an optometrist who  
2 had invested in a real estate investment previously publicized on the ODOF Facebook group  
3 page and which was offered by New Sight Capital (“NSC”).

4  
5 42. The email contained numerous statements that were, whether directly or  
6 impliedly, false or misleading.

7 43. The email falsely stated that ODOF provided a false “narrative” that it or its  
8 members were “financial experts” or that they were “self-proclaimed experts,” that ODOF  
9 claimed that it had vetted the NSC offering(s), that ODOF had guaranteed the NSC offerings,  
10 that ODOF had represented that the NSC offerings were “low risk,” and that ODOF had used  
11 language that was deliberately misleading in relation to the NSC offerings.

12  
13 44. Plaintiff is further informed and believes and alleges thereon that the email  
14 itself was a fake and was not written by the purported author, rather that MENA and/or other  
15 defendants wrote the content of the subject email.

16  
17 45. The foregoing statements made by MENA in his posts were, whether directly  
18 or impliedly, false or misleading or had the tendency to deceive or mislead. In addition to the  
19 reasons already stated, the statements were deceptive or misleading in that they created the  
20 false or misleading impression that ODOF was not trustworthy and that persons should not  
21 purchase or utilize ODOF’s goods, products, or services.

22  
23 46. In making such false or misleading statements or representations, MENA  
24 intended to confuse or deceive those who saw or read his statements or representations.

25 47. MENA’s actions were malicious, fraudulent, deliberate, and/or willful.  
26  
27  
28

48. The statements were material and went to the core of ODOF's commercial activities and were thus likely to influence a person's decision to do business with ODOF, including purchasing any products or services.

49. Because of the manner and method of delivery over the internet, Plaintiff is informed and believes and thereon alleges that MENA's posts were disseminated to a substantial number of persons who were or could have been ODOF customers, including the nearly two thousand seven hundred or so members of the ODFP Facebook group.

50. MENA's statements and representations entered interstate commerce as they were made over the internet and distributed all across the United States, including directly to persons who reside in California.

51. As a direct and proximate result of MENA's false or misleading statements and representations, Plaintiffs have been or are likely to be injured, including economically, including as to sales, as well as reputationally, in amounts to be determined at trial.

52. As a direct and proximate result of MENA's false or misleading statements and representations, defendants have profited in amounts to be determined at trial.

53. Furthermore, defendants' actions were undertaken willfully and with the intention of causing confusion, mistake or deception, making this an exceptional cases entitling Plaintiff to additional damages, an accounting for profits made by defendants, and recovery of costs, including reasonable attorney's fees pursuant to 15 U.S.C. § 1117.

WHEREFORE, Plaintiff prays judgment against defendants as more fully set forth below.

## SECOND CAUSE OF ACTION

## False Association

**Lanham Act § 43(a)(1)(A); 15 U.S.C. 1125 (a)(1)(A)**

**(By all Plaintiffs Against all Defendants)**

1           54.     Plaintiffs reallege and incorporate by reference all allegations contained in all  
2 paragraphs of this complaint as though fully set forth herein.

3           55.     On or about February 04, 2024, MENA posted on the ODFP Facebook group  
4 page.  
5

6           56.     In the post, he displayed a cropped photo showing BUI and NEUFELD. Next  
7 to the photo, MENA stated that BUI and NEUFELD told the AOA that they realized that the  
8 finance team for the AOA needed optometrists with actual financial licenses. Further, that  
9 BUI and NEUFELD had recommended MENA's group, ODFP, to the AOA as a result.  
10

11           57.     MENA then promoted his and/or ODFP's services by providing a link to join  
12 the ODFP Facebook group page.

13           58.     The post falsely stated that ODOF members had recommended ODFP to the  
14 AOA.

15           59.     The post was likely to cause confusion, mistake, or to deceive as to the  
16 affiliation, connection or association of ODOF with MENA or ODFP and/or was likely to  
17 cause confusion, mistake, or to deceive as to ODOF's sponsorship or approval of MENA or  
18 ODFP.  
19

20           60.     The post also constituted a false or misleading description of fact or false or  
21 misleading representation of fact.  
22

23           61.     On or about February 07, 2024, MENA posted on the ODFP Facebook group  
24 page.

25           62.     In the post, he copied and pasted a post from the ODs on Finance Facebook  
26 group page discussing a presentation by ODOF at an Optometry school. He then claimed that  
27  
28

1 “imitation” was the greatest form of flattery since ODOF was “following in” his “footsteps”  
2 by speaking at an Optometry school.

3 63. MENA then promoted himself and ODFP while making misleading and false  
4 representations about ODOF.  
5

6 64. The post was likely to cause confusion, mistake, or to deceive as to the  
7 affiliation, connection or association of ODOF with MENA or ODFP and/or was likely to  
8 cause confusion, mistake, or to deceive as to ODOF’s sponsorship or approval of MENA or  
9 ODFP.  
10

11 65. The post also constituted a false or misleading description of fact or false or  
12 misleading representation of fact.

13 66. On or around April 30, 2024, MENA posted on the ODFP Facebook group  
14 page. A true and correct copy of pertinent portions of the subject post are attached hereto as  
15 Exhibit F. The post included a purported screenshot that appeared to show a request from BUI  
16 seeking to join the ODFP Facebook group page.  
17

18 67. MENA wrote in the post that he must be “doing something right” if his “rival”  
19 wanted to join his ODFP Facebook group. He simultaneously promoted the ODFP group in  
20 the post, including by asking to join the ODFP Facebook group.  
21

22 68. However, BUI had never requested to become member of the ODFP group.  
23 Accordingly, Plaintiff is informed and believes and thereon alleges that MENA manipulated,  
24 doctored, or otherwise falsified the purported screenshot to make it appear that BUI had  
25 attempted to join the ODFP group.  
26

27 69. The post was likely to cause confusion, mistake, or to deceive as to the  
28 affiliation, connection or association of ODOF with MENA or ODFP and/or was likely to

1 cause confusion, mistake, or to deceive as to ODOF's sponsorship or approval of MENA or  
2 ODFP.

3 70. The post also constituted a false or misleading description of fact or false or  
4 misleading representation of fact.  
5

6 71. On or around June 04, 2024, MENA posted on the ODFP Facebook group  
7 page. A true and correct copy of pertinent portions of the subject post are attached hereto as  
8 Exhibit G. In the post, MENA promoted an upcoming lecture he would be giving as a  
9 representative of ODFP.  
10

11 72. However, MENA also included an unauthorized photo of NEUFELD next to  
12 his photo underneath a banner of an upcoming conference. He then advertised that he and  
13 NEUFELD, well-known as a co-founder of ODOF, would be presenting and inviting persons  
14 to attend.  
15

16 73. In the post, MENA referred to NEUFELD as his "best friend." He also stated  
17 that that NEUFELD would be speaking as a representative of "ODsonFinance."

18 74. The unauthorized use of NEUFELD's photo, its juxtaposition next to  
19 MENA's, the use of the term "best friend" in reference to the co-founder of ODOF, the  
20 overall semblance of cross-promotion and other factors, rendered the post highly misleading  
21 and confusing.  
22

23 75. The post was likely to cause confusion, mistake, or to deceive as to the  
24 affiliation, connection or association of ODOF with MENA or ODFP and/or was likely to  
25 cause confusion, mistake, or to deceive as to ODOF's sponsorship or approval of MENA or  
26 ODFP.  
27

28 76. The post also constituted a false or misleading description of fact or false or

1 misleading representation of fact.

2 77. ODOF did not support, endorse, sponsor, or approve of MENA or ODFP in  
3 any manner. ODOF and its members had repeatedly asked MENA to stop associating himself  
4 with ODOF.  
5

6 78. In taking the actions set forth herein, MENA intended to confuse or deceive  
7 those who saw or read his posts.

8 79. Defendants knew or should have known that these statements, representations,  
9 and posts were false or likely to mislead.  
10

11 80. Because of the manner and method of delivery over the internet, Plaintiff is  
12 informed and believes and thereon alleges that MENA's posts were disseminated to a  
13 substantial number of persons who were or could have been ODOF customers, including the  
14 nearly two thousand five hundred or so members of the ODFP Facebook group.  
15

16 81. MENA's statements and representations entered interstate commerce as they  
17 were made over the internet and disseminated across the United States, including directly to  
18 persons who reside in California.

19 82. As a direct and proximate result of MENA's false or misleading statements  
20 and representations, Plaintiffs have been or are likely to be injured, including economically,  
21 including as to sales, as well as reputationally, in amounts to be determined at trial.  
22

23 83. As a direct and proximate result of MENA's false or misleading statements  
24 and representations, defendants have profited in amounts to be determined at trial.

25 84. Furthermore, defendants' actions were undertaken willfully and with the  
26 intention of causing confusion, mistake or deception, making this an exceptional cases  
27  
28

1 entitling Plaintiff to additional damages, an accounting for profits made by defendants, and  
2 recovery of costs, including reasonable attorney's fees pursuant to 15 U.S.C. § 1117.

3 WHEREFORE, Plaintiff prays judgment against defendants as more fully set forth  
4 below.  
5

6  
7 **THIRD CAUSE OF ACTION**  
8 **Trademark Infringement and Injunctive Relief**  
9 **(Against All Defendants)**

10 85. Plaintiff realleges and incorporates by reference all allegations contained in all  
11 paragraphs of this complaint as though fully set forth herein.

12 86. The Plaintiff has been continuing to promote its expertise in the areas of  
13 financial competence, business support and career success for optometrists and those in  
14 related fields since January 2018.  
15

16 87. The Plaintiff's trademarks have been and continue to be extensively displayed  
17 throughout the continental United States, under the trademark "ODS ON FINANCE". The  
18 Plaintiff's books, newsletters, blogs, continuing education programs and social media posts  
19 have received recognition throughout the continental United States by virtue of their works  
20 being published on Amazon, having a newsletter with over 25,895 subscribers, 18,014  
21 Facebook members, 36,075 monthly website visitors, partnerships with over forty (40) major  
22 equipment companies, and hosting, speaking or sponsoring webinars that have received over  
23 2,500 registrations on average in 2023 alone.  
24

25 88. By virtue of marketing, together with consumer acceptance and recognition,  
26 the Plaintiff's marks identify the Plaintiff's promotion of financial expertise, business support  
27 and development of professional and career success and distinguishes it from services  
28

1 provided by others. The Plaintiff's trademarks have thus become and are valuable assets  
2 symbolizing the Plaintiff's expertise, knowledge, financial services, income saving  
3 techniques and goodwill.

4  
5 89. The Plaintiff's continuous use, application and subsequent registration of the  
6 trademarks operated to provide the defendants, and each of them, and anyone else,  
7 constructive notice of the Plaintiff's claim of ownership of the marks, their use of the marks  
8 and their right of priority of the marks.

9  
10 90. On or about July 7, 2023 and August 23, 2024, the Plaintiff, via a Facebook  
11 post, advised the defendant of the Plaintiff's ownership of the trademark "ODS ON  
12 FINANCE" and the trade name, now trademark, "ODS ON FINANCE" and requested that  
13 the defendant to cease and desist from further use of or to make any reference to the name.  
14 The defendant, and each of them, have failed and refused, and continue to fail and refuse, to  
15 comply with Plaintiff's request.

16  
17 91. The Plaintiff is informed and believes, and thereon alleges, that the defendant,  
18 and each of them, had actual notice of the Plaintiff's ownership of the trademark "ODS ON  
19 FINANCE" and the trade name, now trademark, through his March 2019 membership in the  
20 Plaintiff's Facebook group.

21  
22 92. The Plaintiff is informed and believes, and thereon alleges, that the defendant,  
23 and each of them, use the name "ODS ON FINANCE" in their social media and Facebook  
24 posts. The defendant uses the trademark in the same manner as the Plaintiff uses its  
25 trademark, to promote his financial expertise to the optometrist's community.

26  
27 93. The Plaintiff is informed and believes, and thereon alleges, that the defendant  
28 use of the name ODFP is a direct imitation of Plaintiff's registered trademark. The



1 defendant, and each of them, use the name ODFP in interstate commerce in connection with  
2 the promotion of financial advice to the optometrist community. As such, the defendant, and  
3 each of them, use of the name ODFP is likely to cause, and has caused confusion, mistake or  
4 deception among consumers as to the source, quality and expertise of the defendant's  
5 services. These actions by the defendant, and each of them, constitute trademark  
6 infringement pursuant to 15 USC 1114 and California Business and Professions Code,  
7 Section 14245.  
8

9           94. The Plaintiff is informed and believes, and on that basis alleges, that as a  
10 direct result and proximate result of advantage accruing to defendant's business from  
11 Plaintiff's nationwide advertising, marketing and consumer recognition, and as a proximate  
12 result of the confusion, deception or mistake of defendant's wrongful use, advertising and  
13 display of his expertise and ability to provide similar financial advice bearing a mark that is  
14 substantially indistinguishable from Plaintiff's as described above, the defendant has derived  
15 profits in an amount to be proven at trial.  
16  
17

18           95. As a proximate result of the advantage accruing to defendant's, and each of  
19 them, business from Plaintiff's nationwide advertising, marketing and consumer recognition,  
20 and as a proximate result of the confusion, deception or mistake of defendant's wrongful use,  
21 advertising and display of his expertise and ability to provide similar financial advice bearing  
22 a mark that is substantially indistinguishable from Plaintiff's as described above, the Plaintiff  
23 has been, and will be deprived of substantial sales from its vendors and partnerships and has  
24 been deprived of the value of its trademark as a commercial asset, in amounts to be proven at  
25 trial.  
26  
27  
28

1           96. The Plaintiff is informed and believes, and thereon alleges, that unless  
2 restrained by the Court, the defendant, and each of them, will continue to infringe Plaintiff's  
3 registered trademark, thus endangering a multiplicity of judicial proceedings, and pecuniary  
4 compensation will not afford Plaintiff adequate relief for the damage to its trademarks in the  
5 public perception.  
6

7                                   **FOURTH CAUSE OF ACTION**  
8                                   **Defamation**  
9                                   **(Against all Defendants)**

10           97. Plaintiff realleges and incorporates by reference all allegations contained in all  
11 paragraphs of this complaint as though fully set forth herein.

12           98. On or around January 02, 2024, MENA posted on the ODFP Facebook group  
13 page falsely claiming that ODOF had lost money for colleagues, stating or implying that  
14 ODOF needed to be professionally licensed to engage in its commercial activities, and that  
15 ODOF and its members acted like they know how the industry works.  
16

17           99. MENA did not disclose the factual bases for his statement or implication that  
18 ODOF was violating the law by not having a finance related license.

19           100. These statements and assertions were false.

20           101. These statements and assertions exposed Plaintiff to hatred, contempt,  
21 ridicule, or obloquy, and/or caused it to be shunned or avoided, and/or had a tendency to  
22 injure it in its business and thus constituted libel per se.  
23

24           102. These statements and assertions were further libelous since they stated,  
25 represented, or implied that ODOF or its members were not qualified or competent to engage  
26 in their business activities, that they were breaking the law by not operating with a financial  
27 license, and that they were only pretending to know what they were doing.  
28

1           103. On or about February 07, 2024, MENA posted on the ODFP Facebook group  
2 page falsely claiming that ODOF was imitating MENA by speaking at an optometry school.  
3 He again made the false statements or implication that ODOF and/or its members needed to  
4 have a financial license. He again failed to disclose the factual basis for this assertion. He  
5 also stated that ODOF or its members “pretends” to know about finances.  
6

7           104. These statements and assertions were false.

8           105. These statements and assertions exposed Plaintiff to hatred, contempt,  
9 ridicule, or obloquy, and/or caused it to be shunned or avoided, and/or had a tendency to  
10 injure it in its reputation, either generally, or with respect to its business and thus constituted  
11 libel per se.  
12

13           106. These statements and assertions were further libelous since they stated,  
14 represented, or implied that ODOF or its members were not qualified or competent to engage  
15 in their business activities, that they were breaking the law by not operating with a financial  
16 license, that they were only pretending to know what they were doing, and that they had  
17 nothing better to do than copy MENA or ODFP.  
18

19           107. On or around April 30, 2024, MENA posted on the ODFP Facebook group  
20 page. The post included a false representation, or words and/or symbols or combination  
21 thereof to such effect, that BUI had attempted to join the ODFP Facebook group page.  
22

23           108. Such statements, representations, and/or assertions were false.

24           109. ODOF did not support, endorse, sponsor, or approve of MENA or ODFP in  
25 any manner. ODOF and its members had repeatedly asked MENA to stop associating himself  
26 with ODOF.  
27  
28

1           110. On or around June 23, 2024, MENA posted about ODOF on the ODFP  
2 Facebook group page falsely stating, or words and/or symbols or combinations thereof to  
3 such effect, that ODOF or its members required a financial license. However, yet again,  
4 MENA did not provide the factual bases for his blanket assertion.  
5

6           111. On or around January 27, 2025, MENA posted on the ODFP Facebook group  
7 page falsely stating that, inter alia, an email as sent to him anonymously, mispresenting the  
8 author and origin of the email, that ODOF promoted a false “narrative” that it or its members  
9 were “financial experts,” that ODOF and/or its members were “self-proclaimed experts,” that  
10 ODOF claimed that it had vetted the NSC offering(s), that ODOF had guaranteed the NSC  
11 offerings, that ODOF had represented that the NSC offerings were “low risk,” and that  
12 ODOF had used language that was deliberately misleading in relation to the NSC offerings.  
13

14           112. These statements and assertions were false.  
15

16           113. Plaintiff is further informed and believes and alleges thereon that the email  
17 itself was a fake and was not written by the purported author, rather that MENA and/or other  
18 defendants wrote the content of the subject email.

19           114. MENA’s false representations, statements, and assertions contained in his  
20 posts exposed Plaintiff to hatred, contempt, ridicule, or obloquy, and/or caused it to be  
21 shunned or avoided, and/or had a tendency to injure it in its reputation, either generally, or  
22 with respect to its business and thus constituted libel per se.  
23

24           115. These statements and assertions were further libelous since they stated,  
25 represented, or implied that ODOF or its members were not qualified or competent to engage  
26 in their business activities, and/or that they were breaking the law by not operating with a  
27 financial license, and/or that they were only pretending to know what they were doing, and/or  
28

1 that they had nothing better to do than copy MENA or ODFP, and/or that ODOF willfully  
2 tricked or misled colleagues into losing money.

3 116. MENA's false statements, assertions, and representations were made of and  
4 concerning Plaintiff and was so understood by those who saw, viewed, or read each statement,  
5 assertion, representation, or post.  
6

7 117. MENA's posts were seen, viewed, or read by a large number of people,  
8 including potentially all of the members of ODFP at or near the time of initial posting, which  
9 was approximately two thousand seven hundred persons, or more; and including, persons who  
10 reside in the state of California.  
11

12 118. As a proximate result of the above-described publications, Plaintiff has  
13 suffered loss of its reputation, standing in the community, and other general damage.

14 119. As a further proximate result of the above-described publications, Plaintiff has  
15 suffered special damages in amount to be established at trial, including, but not limited to, loss  
16 of sponsorship opportunities and loss of other business opportunities.  
17

18 120. The aforementioned conduct of defendants was fraudulent, oppressive, and  
19 malicious, despicable, cruel, willful, and in conscious disregard of the rights of Plaintiff, and  
20 all such conduct was furthermore fully authorized, ratified, and with any requisite advance  
21 knowledge, thereby justifying the imposition of exemplary and punitive damages.  
22

23 WHEREFORE, Plaintiff prays judgment against defendants as more fully set forth  
24 below.

25 **FIFTH CAUSE OF ACTION**

26 **Trade Libel**  
27 **(Against all Defendants)**

28 121. Plaintiff realleges and incorporates by reference all allegations contained in all  
paragraphs of this complaint as though fully set forth herein.

1 122. Plaintiff realleges and incorporates by reference all allegations contained in all  
2 paragraphs of the Fourth Cause of Action, above, as though fully set forth herein.

3 123. MENA's false statements, representations, and assertions in his posts were  
4 derogatory, injurious, and/or disparaging to Plaintiff's title to its property, the quality of its  
5 products, goods, or services, and/or to Plaintiff's business in general.  
6

7 124. As a proximate result of the above-described publications, Plaintiff lost  
8 sponsorship and other business opportunities.

9 125. As a direct and proximate result of the above-described publications, Plaintiff  
10 has suffered loss of its reputation, standing in the community, and other general damage.  
11

12 126. As a further proximate result of the above-described publications, Plaintiff has  
13 suffered special damages in amounts to be determined at trial, including, but not limited to lost  
14 sponsorship and other business opportunities.

15 127. The aforementioned conduct of defendants was fraudulent, oppressive, and  
16 malicious, despicable, cruel, willful, and in conscious disregard of the rights of Plaintiff, and  
17 all such conduct was furthermore fully authorized, ratified, and with any requisite advance  
18 knowledge, thereby justifying the imposition of exemplary and punitive damages.  
19

20 WHEREFORE, Plaintiff prays judgment against defendants as more fully set forth  
21 below.  
22

23 **SIXTH CAUSE OF ACTION**  
24 **Unfair Competition and Trade Name Infringement**  
25 **(Against all Defendants)**

26 128. Plaintiff realleges and incorporates by reference all allegations contained in all  
27 paragraphs of this complaint as though fully set forth herein.  
28

1           129. The Plaintiff is, and at all times mentioned herein has been, engaged in the  
2 business of providing financial, business and career advice to the optometrist community  
3 under the trade name ODS ON FINANCE.  
4

5           130. The Plaintiff has continually done business under the trade name ODS ON  
6 FINANCE since January 2018. The Plaintiff has built up valuable goodwill in its trade  
7 name, and it has come to be associated exclusively with the Plaintiff's business by the public  
8 generally throughout Northern California, as well as nationwide, as reflected by the extensive  
9 marketing and promotional activities for the Plaintiff's advice, services, partnerships and  
10 vendor relationships.  
11

12           131. The defendant, and each of them, are engaged in the business of providing  
13 financial advice and began doing business under the trade name OD Financial Professionals  
14 ("ODFP"). The defendant's trade name is substantially similar to that of the Plaintiff's, and  
15 the defendant's use of this trade name creates a likelihood that Plaintiff's customers, potential  
16 customers, and the public generally will be confused or misled to the source of goods and  
17 services in that they are likely to believe that the defendant's business is identical to or  
18 affiliated with that of the Plaintiff.  
19

20           132. The defendant threatens to, and unless restrained will, continue to use the  
21 trade name ODFP, as a result of which the public will generally be misled and deceived into  
22 believing that the defendant's business is identical to or affiliated with that of the Plaintiff's,  
23 all to the irreparable injury of the Plaintiff's business and goodwill and to the unjust  
24 enrichment of the defendant. The Plaintiff has no adequate remedy at law in that it is  
25 extremely difficult to ascertain the amount of damages to the Plaintiff's business and  
26 goodwill.  
27  
28

1           133. The defendant's continuing use of the confusing similar trade name ODFP  
2 constitutes an infringement and violation of the Plaintiff's rights in its trade name and  
3 corporate name.

4           134. The court has jurisdiction over this action pursuant to California Business and  
5 Professions Code section 17200, et seq., which provides any person who engages, has engaged,  
6 or proposes to engage in unfair competition may be enjoined in any court of competent  
7 jurisdiction; and the court may make such orders or judgments, including the appointment of  
8 a receiver, as may be necessary to prevent the use or employment by any person of any practice  
9 which constitutes unfair competition, or as may be necessary to restore to any person in interest  
10 any money or property, real or personal, which may have been acquired by means of such  
11 unfair competition.

12           135. In taking the actions, or omissions, alleged in this complaint, defendants'  
13 actions were taken in the course of business.

14           136. In taking the actions, or omissions, alleged in this complaint, defendants'  
15 actions were unlawful, including making false representations about Plaintiff and/or its goods,  
16 products, services, or commercial activities.

17           137. In taking the actions, or omissions, alleged in this complaint, defendants'  
18 actions were fraudulent.

19           138. In taking the actions, or omissions, alleged in this complaint, Plaintiff is  
20 informed and believes and thereon alleges that defendants' actions violated common law unfair  
21 competition.

22           139. As a direct, proximate, and foreseeable result of defendant's wrongful,  
23  
24  
25  
26  
27  
28



1 unlawful, or fraudulent conduct as alleged above, defendants' business acts or practices have  
2 caused injury to Plaintiff entitling it to relief, including full restitution and/or disgorgement of  
3 all revenues, earnings, profits, compensation, and benefits which may have been obtained by  
4 defendants as a result of such business acts or practices.  
5

6 140. Defendants' illegal acts as described above are a serious and continuing  
7 threat to Plaintiff. If defendants are allowed to continue their wrongful or unlawful acts,  
8 Plaintiff will suffer further immediate and irreparable injury, loss, and damage thereby  
9 warranting a temporary restraining order and preliminary and permanent injunctions as prayed  
10 for below.  
11

12 141. The aforementioned conduct of defendants was fraudulent, oppressive, and  
13 malicious, despicable, cruel, willful, and in conscious disregard of the rights of Plaintiff, and  
14 all such conduct was furthermore fully authorized, ratified, and with any requisite advance  
15 knowledge, thereby justifying the imposition of exemplary and punitive damages.  
16

17 WHEREFORE, Plaintiff prays judgment against defendants as more fully set forth  
18 below.  
19

20 **SEVENTH CAUSE OF ACTION**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**  
**(Against All Defendants)**  
21

22 142. Plaintiff realleges and incorporates by reference all allegations contained in all  
23 paragraphs of this complaint as though fully set forth herein.  
24

25 143. The Plaintiff alleges on information and belief that at all relevant times, the  
26 defendants, and each of them, were aware of the economically advantageous relationship that  
27 the Plaintiff had with third parties that the Plaintiff maintained sponsorship relations with.  
28

1           144. As alleged herein, the defendants, and each of them, engaged and continue to  
 2 engage in a scheme to interfere with the Plaintiff's opportunity to receive sponsorship fees to  
 3 inform the optometrist community about the sponsors goods and services. But for the  
 4 wrongful and intentional interference with the Plaintiff's prospective economically  
 5 advantageous relationship with its sponsors, the Plaintiff and the sponsors would have  
 6 renewed and/or completed agreements that allowed the Plaintiff to inform the optometrist  
 7 community about the goods and services. The defendants' fraudulent posts about the need  
 8 for the Plaintiff to have financial licenses and recommendations of ODFP interfered with the  
 9 prospective contract rights the Plaintiff could, and eventually did maintain.  
 10

11           145. As a proximate result of defendants' intentional interference with the  
 12 Plaintiff's prospective economic advantage, the Plaintiff has been damaged in an amount to  
 13 be proven at trial.  
 14

15           146. The Plaintiff alleges on information and belief that the actions of the  
 16 defendants in interfering with the Plaintiff's prospective economic advantage were  
 17 fraudulent, malicious and oppressive and constituted despicable conduct in conscious  
 18 disregard of the Plaintiff's rights and were intended to cause the Plaintiff harm. The Plaintiff  
 19 is therefor entitled to an award of punitive damages.  
 20

## 21 PRAYER

22 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:  
 23

- 24 1. For three times the amount of Plaintiff's actual damages caused by defendants
- 25 infringement of Plaintiff's marks,
- 26 2. For special damages according to proof,
- 27 3. For consequential and/or incidental damages according to proof,
- 28

- 1           4. For punitive damages;
- 2           5. For an order requiring defendants to show cause, if they have any, why they should
- 3           not be enjoined as set forth below, during the pendency of this action;
- 4           6. A preliminary injunction and a permanent injunction enjoining defendants, and
- 5           their agents, servants and employees, and all persons acting under in concert with,
- 6           or for them from:
  - 7               a. Using the name ODS ON FINANCE in connection with their providing of
  - 8               financial advice, goods and services, and from using the name ODS ON
  - 9               FINANCE on or in connection the providing of financial advice, goods and
  - 10              services to the optometrist community;
  - 11              b. Using the infringing name OD Financial Professionals that is confusingly
  - 12              similar to any of the Plaintiff's marks;
  - 13              c. Otherwise infringing Plaintiff's service marks;
  - 14              d. Causing likelihood of confusion, deception or mistake as to the source,
  - 15              affiliation, connection, origin, sponsorship, approval nature, or quality of
  - 16              defendant's products, services or social media posts;
  - 17              e. Making any further false statements, representations, or assertions
  - 18              regarding Plaintiff or its goods, products, services, and commercial
  - 19              activities
  - 20              f. For restitution and/or disgorgement of all revenues, earnings, profits,
  - 21              compensation, and benefits which may have been improperly, unjustly, or
  - 22              unlawfully obtained by Defendants,
  - 23
  - 24
  - 25
  - 26
  - 27
  - 28

7. For an order directing defendants, and each of them, to file with this Court and serve on Plaintiffs within thirty (30) days after service of an injunction, a report in writing under oath, setting forth in detail the manner and form in which defendants have complied with the injunction;
8. For an order requiring defendants, and each of them, to deliver up and destroy all materials bearing the infringing designation;
9. For post and pre-judgment interest;
10. For costs of suit and attorney's fees;
11. For such other and further relief as the court may deem proper.

Dated: 04/18/2025

DENTAL & MEDICAL COUNSEL, PC

By: /s/ Jimmie L. Williams  
Jimmie L. Williams, Esq.  
Attorneys for OD'S ON FINANCE,  
LLC

**JURY DEMAND**

Pursuant to F.R.Civ.P. Rule 38(b), and L.R. 3-6, Plaintiff demands a jury trial on all issues triable by a jury.

Dated: 04/18/2025

DENTAL & MEDICAL COUNSEL, PC

By: /s/ Jimmie L. Williams  
Jimmie L. Williams, Esq.  
Attorneys for OD'S ON FINANCE,  
LLC